REMARKS

This is intended as a full and complete response to the Office Action dated October 5, 2007, having a shortened statutory period for response set to expire on January 7, 2008. Please reconsider the claims pending in the application for reasons discussed below.

Claims 1-22 are pending in the application. Claims 1-22 remain pending following entry of this response. Claims 14-21 have been amended. Applicants submit that the amendments do not introduce new matter.

Claim Rejections - 35 U.S.C. § 101

Claims 14-21 are rejected under 35 U.S.C. 101 because the claims are directed to non-statutory subject matter.

Applicants herein amend claims 14-21 to claim a computer readable *storage* medium, and respectfully submit that computer readable storage medium is statutory subject matter. Accordingly, Applicants request that the rejections be withdrawn.

Claim Rejections - 35 U.S.C. § 102

Claims 1-22 are rejected under 35 U.S.C. 102(e) as being anticipated by *Sato et al.* (U.S. Patent No. 6,467,075, hereinafter, "*Sato*").

Applicants respectfully traverse this rejection.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim. *In re Bond*, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990).

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In this case, *Sato* does not disclose "each and every element as set forth in the claim." For example, *Sato* does not disclose, "upon a call to the one or more deallocators to free a memory space, determining whether the relationship is violated," as recited by claim 1. Claims 6 and 14 recite similar limitations. The Examiner argues that *Sato* discloses "determining whether the relationship is violated" at col. 17, lines 59-67. However, the cited passage is in fact directed to optimizing allocation and de-allocation by replacing express allocation and free statements with array definitions. There is no reference whatsoever to determining whether the relationship between an allocator and a deallocator is violated upon a call to a deallocator. Therefore, *Sato* does not disclose, "upon a call to the one or more deallocators to free a memory space, determining whether the relationship is violated," as recited by claim 1. Accordingly, Applicants submit that claims 1, 6, 14, and their dependents are allowable and respectfully request allowance of the claims.

Further, *Sato* does not disclose "tracking the amount of memory space allocated by the allocator," nor "notifying a user... when the amount of memory space allocated exceeds the limit," as recited by claim 8. Instead, *Sato* merely discloses partitioning of memory into different memory segments, which are allocated to unique allocators. Nowhere does *Sato* mention tracking how much space an allocator allocates, nor "notifying a user when the amount of memory allocated exceeds the limit," as recited by claim 8. Accordingly, *Sato* does not disclose each and every limitation of claim 8. Therefore, claim 8 and its dependents are believed to be allowable, and allowance of the claims is respectfully requested.

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Conclusion

Having addressed all issues set out in the office action, Applicants respectfully submit that the claims are in condition for allowance and respectfully request that the claims be allowed.

Respectfully submitted, and
S-signed pursuant to 37 CFR 1.4,

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